



AGR16-4282

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Jennifer Bartram**, a sole proprietor ("Contractor"), to be effective for all purposes September 21, 2015.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2016-2015 ("RFP") on July 19, 2015, requesting proposals for Victim Advocate Services for the Los Alamos County Police Department, as described in the RFP, and incorporated herein by reference for all intents and purposes; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated August 3, 2015 ("Contractor's Response"), incorporated herein by reference for all intents and purposes; and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful offeror for the services listed in the RFP; and

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. CONTRACTOR SERVICES. Contractor shall:

1. Act as domestic victim advocate, liaison, and coordinator between the Los Alamos County Police Department ("Department") and prosecuting agencies such as the County's Magistrate and Municipal Courts, the First Judicial District Attorney's Office, County mental health professionals, and regional crisis centers.
2. Review and assess crime reports related to violent sexual crimes and issues related to domestic violence, sexual assault, stalking, dating violence, strangulation, and harassment or victims of crime reported and/or responded to by law enforcement, and as reported by victims and witnesses.
4. Contact victims of violent sexual crimes and related issues and provide information regarding legal processes, resources (i.e. shelter care, treatment and education programs, legal assistance, financial aid) and the investigation process.
5. Facilitate domestic violence training of County law enforcement officers, dispatchers and detention officers.

Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

Contractor will be required to agree to and sign a confidentiality agreement prior to performance of this agreement. As contractor will deal with personal and confidential information, some protected by local, state, or federal, law, Contractor agrees to keep such information confidential and shall only disclose the information to the Chief of Police of the Department, County Manager, or their designated representative(s).

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that any subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code of Ordinances.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Commander Oliver Morris
Incorporated County of Los Alamos
2500 Trinity Drive, Suite A
Los Alamos, New Mexico 87544

Contractor:

Jennifer H. Bartram
301 Potrillo Dr.
Los Alamos, New Mexico 87544

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO.16-4282**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Jennifer Bartram**, a sole proprietor ("Contractor"), to be effective for all purposes October 12, 2015.

WHEREAS, County and Contractor entered into Agreement No. AGR16-4282 dated September 21, 2015 (the "Agreement") for Victim Advocate Services for the Los Alamos County Police Department; and

WHEREAS, County identified grant opportunities, applied for and received a federal sub-grant, Victims of Crime Act Victim Assistance ("VOCA VA") through the State of New Mexico Crime Victims Reparation Commission in the amount of TWELVE THOUSAND ONE HUNDRED SIXTY EIGHT DOLLARS (\$12,168.00); and

WHEREAS, Grant money must be used between October 1, 2015 and September 30, 2016; and

WHEREAS, the added funding will allow Contractor to provide additional hours of service; and

WHEREAS, County and Contractor wish to amend the Agreement to adjust the compensation section to increase the annual amount for the first year to include VOCA VA grant funds.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

To Delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services, in the first year, an amount not to exceed THIRTY THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS (\$30,657.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR"). Compensation shall be paid at the hourly rate of TWENTY DOLLARS (\$20.00) per hour.
2. County shall pay compensation for performance of the Services in year two (2) through year four (4) an annual amount not to exceed EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY NINE DOLLARS (\$18,489.00), which amount does not include applicable NMGR. Compensation shall be paid at the hourly rate of TWENTY DOLLARS (\$20.00) per hour.
3. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Chief of Police showing amount of compensation due, amount of any NMGR, the hourly rate, number of hours worked, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.